



Submission Agreement

In exchange for Emerson Electric Co. and its divisions, subsidiaries and affiliated companies ("**Emerson**") considering the ideas and associated materials and information that I have submitted or will submit ("**Submission**"), I agree to the terms set forth below.

My Submission relates to the following subject matter:

- 1) **I Have the Right to Disclose my Submission:** I represent that (i) I own and have the right to disclose my Submission to Emerson; and (ii) if there is any possibility that my employer may claim to have any rights in my Submission, I have consulted my employer, and my employer does not claim any rights.
- 2) **No Confidential Relationship:** No confidential relationship or obligation of secrecy is established between Emerson and me with respect to my Submission, and that Emerson may freely disclose my Submission to other persons. Subject only to paragraph 3 (below), Emerson has the right to freely use and copy my Submission for any purpose.
- 3) **Submissions Covered by a Patent:** Except for the rights necessary for Emerson to evaluate my Submission, this agreement does not grant to Emerson a license under any patents that protect my Submission. I agree to promptly disclose to Emerson any patents or patent applications relating to my Submission.
- 4) **Compensation:** Except as provided in paragraph 12 (below) with respect to Submissions by Emerson employees, if my Submission is not covered by a valid patent and is adopted for use by Emerson, a monetary fee will be paid to me by Emerson if, in Emerson's reasonable judgment, my Submission is original, new, and of value to Emerson. The amount of any such fee will be determined by Emerson, in its reasonable judgment, but will not exceed \$500. I agree to accept this fee from Emerson at any time as full compensation and as complete satisfaction for any claims that I have or wish to make against Emerson relating to its use or disclosure of my Submission, except for claims of patent infringement.
- 5) **No Marketing Ideas:** I acknowledge that Emerson does not wish to receive any marketing or advertising ideas, slogans and the like. I agree that I will not receive any compensation from Emerson for such ideas, regardless of whether Emerson uses such ideas.
- 6) **Limitations on Emerson's Obligations:** Emerson will not be obligated to tell me the reasons for its decision regarding whether or not it has an interest in my Submission and Emerson will not be obligated to provide me with any information relating to its decision, its evaluation of my Submission, or any ideas already known to Emerson that may be similar to my Submission.
- 7) **Choice of Law and Venue:** The laws of the State of Missouri will control with respect to the validity, interpretation and enforceability of this agreement, without regard to conflict of laws principles. Any legal action related to this agreement or my Submission will be instituted solely in the United States District Court for the Eastern District of Missouri or in a state court of competent jurisdiction located in St. Louis County, Missouri. I submit to the jurisdiction of, and agree that venue is proper in, such courts.

- 8) **Prior Negotiations / Agreements:** Any prior representations, negotiations or agreements by any employee, agent or representative of Emerson with respect to my Submission are merged into this Submission Agreement, and no such prior representations, negotiations, or agreements will be of any force or effect.
- 9) **This Agreement Applies to Past, Present and Future Submissions:** The terms of this agreement apply to all ideas and materials I submit to Emerson, including past, present and future Submissions.
- 10) **Modification / Waiver:** This agreement may not be modified or waived except in a subsequently dated writing signed by Emerson and specifically referencing this Submission Agreement.
- 11) **Ability to Consent:** I represent that I am of legal age and am otherwise competent to enter into this agreement, or have obtained the consent of my parent or guardian.
- 12) **Submissions by Emerson Employees:** If I am employed by Emerson, in addition to the provisions of this agreement, I confirm my obligation to assign and hereby assign to Emerson all rights to any intellectual property associated with my Submission. Paragraph 4 (above) does not apply to Submissions by employees of Emerson if the employee is already obligated to assign the Submission to Emerson.

YOUR SIGNATURE (ELECTRONIC OR ORIGINAL) BELOW CREATES A LEGALLY BINDING CONTRACT

Accepted & Agreed:

 Signature of Submitter
 (type name for electronic signature)

 Date

 Signature of Parent or Legal Guardian
 (required if Submitter is under 21 years old)

 Date

 Name of Submitter

 Address of Submitter

Return this signed agreement and your Submission to Emerson via email or mail:

Email: Idea.Submission@emerson.com

Mail: Emerson
 8000 West Florissant Ave.
 Attn: Law Dept
 St. Louis, MO 63136